



MEHRAN UNIVERSITY OF ENGINEERING &  
TECHNOLOGY, SHAHEED Z. A. BHUTTO CAMPUS  
KHAIRPUR MIR'S

**CONSTRUCTION OF ADDITIONAL WORK OF BOUNDARY WALL 1646  
RFT ALONG RAILWAY SIDE AND GIRD STATION AT RESIDENTIAL  
BLOCK OF AT MUET, SHAHEED Z.A CAMPUS KHAIRPUR MIR'S.**

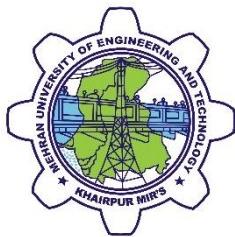
# TENDER DOCUMENT

June-2017

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## **INVITATION FOR BIDS**



**MEHRAN UNIVERSITY OF ENGINEERING & TECHNOLOGY,  
SHAHEED Z.A BHUTTO CAMPUS KHAIRPUR (MIR'S).**  
**TELEPHONE # 0243-9280314**

**“SAY NO TO CORRUPTION”**

No. & Dated: PD/MUET/KHP/-186, 14-06-2017

**NOTICE INVITING TENDERS.**

Sealed Percentage / Item Rate Tenders are invited from Pre-qualified contractors in External Development works at MUET, Shaheed Z.A Bhutto Campus Khairpur Mir's for following work.

S. #	Name of Work	Estimated Cost	Tender Fee	Completion Time	Earnest Money	Date of Purchase	Date of Submission of Bids	Purchase From
1	Construction of additional work of Boundary Wall 1646 Rft along Railway Side and Gird Station at Residential Block of at MUET, Shaheed Z.A Campus Khairpur Mir's.	19.450 (M)	3,000/-	03 Months	5%	13-06-2017 To 04-07-2017	05-07-2017	Project Director Office

- The tender documents can be had from office of the Project Director or can be downloaded from SPPRA website i.e. [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) and University website [www.muetkhp.edu.pk](http://www.muetkhp.edu.pk) on the payment noted above (non-refundable) on any working day during mentioned period except the day of opening of tenders. The sealed tender on prescribed proforma along with 5% earnest money of total bid in the form of Pay Order in favour of the Project Director by 05-07-2017 upto 11:00 (A.M) and same will be opened on the same day @ 11:30 (A.M) in respective office, in presence of the Contractors / Suppliers / representatives, who so ever will be present at that time. In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender shall be submitted / opened on the next working day at the same time & venue. Any Conditional or un-accompanied of the earnest money, tender will not be considered in the competition.
- *The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of SPP Rules, 2010 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25" of said Rules.*

PROJECT DIRECTOR

## **INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**  
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## **INSTRUCTIONS TO BIDDERS**

(Note: These Instructions to Bidders along with bidding data will not be part of the Contract and will cease to have effect once the contract is signed.)

### **A. GENERAL**

#### **IB.1 Scope of Bid**

- 1.1 Procuring agency as defined in the bidding data hereinafter called “the procuring agency” wishes to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

#### **IB.2 Source of Funds**

- 2.1 The Procuring Agency (Mehran University of Engineering and Technology, Shaheed Z.A Bhutto Campus, Khairpur Mir's.) has received / allocated / applied for loan/grant/Federal/ Provincial/Local Government funds from the source (s) indicated in the Bidding Data in various currencies towards the cost of the project/scheme specified in the Bidding Data and it is intended that part of the proceeds of this loan/grant/funds will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

#### **IB.3 Eligible Bidders**

- 3.1 This Invitation for Bids is open to all interested bidders who are eligible under provisions of Sindh Public Procurement Rules as mentioned below and the criteria given in the Notice Inviting Tender (NIT)/Bidding Document.

Firms and individuals, national or international, may be allowed to bid for any project where international competitive bidding is feasible. Any conditions for participation shall be limited to those that are essential to ensure the bidder's capability to fulfill the contract in question.

- a. Bidders may be excluded if;
  - (i) as a matter of law or official regulations, commercial relations are prohibited with the bidder's country by the federal government in case of ICB, or
  - (ii) a firm is black listed/debarred by the procuring agency and the matter has been

reported to Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010

- b. Government-owned enterprises or institutions may participate only if they can establish that they are;
  - (i) legally and financially autonomous, and
  - (ii) operate under commercial law.

Provided that where government-owned universities or research centers in the country are of a unique and exceptional nature, and their participation is critical to project implementation, they may be allowed to participate; and

Bidders shall include all those contractors who are registered or incorporated in Pakistan, irrespective of the nationality of their owners and professional staff, or

- c. Bidders are:-
  - (i) prequalified with procuring agency for particular project/scheme;
  - (ii) registered with Pakistan Engineering Council in particular category and discipline,
  - (iii) registered with relevant tax authorities (income/sales tax, wherever applicable)

#### **IB.4 One Bid per Bidder**

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

#### **IB.5 Cost of Bidding**

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the procuring agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **IB.6 Site Visit**

- 6.1 The bidders are advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Procuring agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Procuring agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

#### **B. BIDDING DOCUMENTS**

##### **IB.7 Contents of Bidding Documents (SSP Rule 21)**

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
  1. Instructions to Bidders.
  2. Bidding Data.
  3. General Conditions of Contract, Part-I (GCC).
  4. Special Conditions of Contract, Part-II (SCC).
  5. Specifications
  6. Form of Bid & Appendices to Bid.
  7. Bill of Quantities (Appendix-D to Bid).
  8. Form of Bid Security.
  9. Form of Contract Agreement.
  10. Forms of Performance Security and Mobilization Advance Guarantee/Integrity Pact and Indenture bond for secured advance.
  11. Drawings.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

**IB.8 Clarification of Bidding Documents (SSP Rule 23(1))**

- 8.1 Any interested bidder requiring any clarification (s) in respect of the Bidding Documents may notify the procuring agency in writing at the procuring agency's address indicated in the Invitation for Bids/NIT. Procuring agency will respond to any request for clarification provided they are received at least five calendar days prior to the date of opening of bid.

Provided that any clarification in response to query by any bidder; shall be communicated to all parties who have obtained bidding documents.

**IB.9 Amendment of Bidding Documents**

- 9.1 At any time prior to the deadline for submission of bids, the procuring agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the bidding documents pursuant to Sub--Clause IB 7.1 hereof and shall be communicated in writing to all bidders. interested bidders shall acknowledge receipt of each addendum in writing to the procuring agency.
- 9.3 To afford bidders reasonable time in which to take an addendum into account in preparing their bids, the procuring agency may extend the deadline for submission of bids in accordance with IB.20

**C. PREPARATION OF BIDS**

**IB.10 Language of Bid**

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the procuring agency shall be in the language stipulated in the bidding data and Special Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

**IB.11 Documents Accompanying the Bid**

- 11.1 Each bidder shall:
- (a) submit a written authorization on the letterhead of bidding firm, authorizing the

- signatory of the bid to act for and on behalf of the bidder;
- (b) update the information indicated and listed in the bidding data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents, which as a minimum, would include the following :
- (i) Evidence of access to financial resources along with average annual construction turnover;
  - (ii) Financial predictions for the current year and the following two years including the effect of known commitments;
  - (iii) Work commitments since prequalification;
  - (iv) Current litigation information; and
  - (v) Availability of critical equipment.
- and
- (c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:
- |   |  |
|---|--|
| Appendix-E to Bid   | Proposed Construction Schedule           |
| Appendix-F to Bid   | Method of Performing the Work            |
| Appendix-G to Bid   | List of Major Equipment                  |
| Appendix-K to Bid   | Organization Chart for Supervisory Staff |
| and other pertinent information such as mobilization programme etc; |  |

11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (b) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed by the authorized partner so as to be legally binding on all partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the procuring agency regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(a) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the procuring agency.
- (f) submission of an alternative Letter of Intent to execute a Joint Venture Agreement shall be mandatory.
- 11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to sub-clause 1.2 hereof.
- IB.12 Bid Prices**
- 12.1 Unless stated otherwise in the bidding documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates (CSR), as the case may be.
- 12.2 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.
- 12.3 The bid price submitted by the contractor shall include all rates and price including the taxes. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause

during the currency of the execution of the work of otherwise specified in the contract as on the date seven days prior to the deadline for submission of bid.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 13.7 of the General Conditions of Contract Part-I.

- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 13.7 of GCC. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause. Adjustment in prices quoted by bidders shall be allowed as per Sub-Para 4(ii) of section C of Instructions to bidders and bidding data.

#### **IB.13 Currencies of Bid and Payment**

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the works supplied from outside the procuring agency country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the selling rates published or authorized by the State Bank of Pakistan prevailing on the date, 07 (seven) days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of contract.

#### **IB.14 Bid Validity**

- 14.1 Bids shall remain valid for the period stipulated in the bidding data from the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original, the procuring agency may request the bidders extend the period of validity for a specified additional, period which shall not be for more

than one third of the original period of bid validity. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting of the bid security. In case, a bidder agreed to the request, shall not be required or permitted to modify the bid, but will be required to extend the validity of his bid security for the period of the extension, and in compliance with Clause IB.15 in all respects.

#### **IB.15 Bid Security**

- 15.1 Each bidder shall furnish, as part of his bid, a bid security in the amount stipulated in the bidding data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The bid security shall be, at the option of the bidder, in the form of deposit at call, pay order or a bank guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the procuring agency, which should commensurate with the bid validity period. The bank guarantee for bid security shall be acceptable in the manner as provided at Annexure BS-1.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the procuring agency as non-responsive.
- 15.4 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 15.5 The Bid Security of the successful bidder shall be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited.
  - (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
  - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause IB 27.2 hereof; or
  - (c) In the case of successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security; or
    - (ii) sign the Contract Agreement.

#### **IB.16 Alternate Proposals by Bidder**

- 16.1 Each bidder shall submit only one bid either by himself, or as a member of a joint venture, until and unless they have been requested or permitted for alternative bid, then he has to purchase separate bidding documents and alternate bid shall be treated as separate bid.
- 16.2 Alternate proposals are allowed only for procurement of works where technical complexity is involved and more than one designs or technical solutions are being offered. Two stage two envelope bidding procedure will be appropriate when alternate proposal is required.
- 16.3 Alternate bid(s) shall contain (a) relevant design calculations: (b) technical specifications: (c) proposed construction methodology: and (d) any other relevant details / conditions, provided that the total sum entered on the form of bid shall be that which represents complete compliance with the bidding documents.

#### **IB.17 Pre-Bid Meeting**

- 17.1 Procuring agency may, on his own motion or at the request of any bidder, hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the bidding documents. The date, time and venue of pre-bid meeting, if convened, shall be communicated to all bidders. All bidders or their authorized representatives shall be invited to attend such a pre-bid meeting at their own expense.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the procuring agency not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all bidders. Any modification of the bidding documents listed in Sub-Clause IB 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the procuring agency exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

#### **IB.18 Format and Signing of Bid**

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the contract strictly in accordance with the bidding documents.
- 18.2 All appendices to bid are to be properly completed and signed.

- 18.3 Alteration is not to be made neither in the form of bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms without alterations and shall provide an original copy along with photocopies as per the requirement of the procuring agency specified in the bidding data. The original as well as copies of the document shall be clearly marked as "ORIGINAL" and "COPY", as the case may be. If there is any discrepancy between original and copy(ies) then the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person(s) duly authorized to sign on behalf of the bidder pursuant to Sub- Clause IB 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person(s) signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the procuring agency, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person(s) signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper postal addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.
- 18.8 Bidders should retain a copy of the bidding documents as their file copy.

#### D. SUBMISSION OF BIDS

##### IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and ONE COPIES of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and COPIES shall be put in one sealed envelope and addressed as given in sub- clause IB19.2 hereof.
- 19.2 The inner and outer envelopes shall:

- (a) be addressed to the procuring agency at the address provided in the bidding data;
  - (b) bear the name and identification number of the contract as defined in the bidding data; and
  - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause IB19.2 hereof, the inner envelope shall indicate the name and postal address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the procuring agency will assume no responsibility for the misplacement or premature opening of the Bid.
- IB.20 Deadline for Submission of Bids**
- 20.1 (a) Bids must be received by the procuring agency at the address specified not later than the time and date stipulated in the Bidding Data.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims shall be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The procuring agency may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with IB.09. In such case all rights and obligations of the procuring agency and the bidders shall remain the same as mentioned in the original deadline.

#### **IB.21 Late Bids**

- 21.1 (a) Any bid received by the procuring agency after the deadline for submission of bids prescribed in Clause IB.20 shall be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to submit the bid in time.

#### **IB.22 Modification, Substitution and Withdrawal of Bids**

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the procuring agency prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with sub-clauses IB.22.1 and IB.27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the bid security in pursuance to Clause IB.15.

### **E. BID OPENING AND EVALUATION**

#### **IB.23 Bid Opening**

- 23.1 The procuring agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the bidding data. The bidders or their representatives who are in attendance shall sign an attendance sheet.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause IB.22 shall not be opened.

- 23.3 Procuring agency shall read aloud the name of the bidder, total bid Price and price of any Alternate Proposal(s), if any, discounts, bid modifications, substitution and withdrawals, the presence or absence of bid security, and such other details as the procuring agency may consider appropriate, and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be read aloud and recorded when opened.
- 23.4 Procuring agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the sub-clause IB 23.3.

#### **IB.24 Process to be Confidential (SSP Rules 53)**

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that procuring agencies shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of authority and that of procuring agency if it website exists and intimated to all bidders at least seven (7) days prior to the award of contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the procuring agency's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas, any bidder feeling aggrieved, may lodge a written complaint as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of procurement process.

#### **IB.25 Clarification of Bids (SSP Rules 43)**

- 25.1 To assist in the examination, evaluation and comparison of bids, the procuring agency may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the procuring agency in the evaluation of the bids in accordance with Clause IB.28.

#### **IB.26 Examination of Bids and Determination of Responsiveness**

- 26.1 Prior to the detailed evaluation of bids, the procuring agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration

with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfills any of these conditions, it shall not be evaluated further.

- 26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub-clause 26.1, the bid of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations may be carried out in accordance with single stage-single on envelope, single stage-two envelopes bidding procedures, depending on the selection procedure adopted by the procuring agency.
- 26.3 A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

**(A) Major (material) Deviations include:-**

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/critical dates provided in bidding documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in bidding documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the bidding documents, such as performance guarantees and insurance coverage,

- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one:
  - (a) which affect in any substantial way the scope, quality or performance of the works
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to procuring agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 26.5 If a bid is not substantially responsive, it will be rejected by the procuring agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**IB.27 Correction of Errors**

- 27.1 Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept

the corrected bid price, his bid will be rejected, and the bid security shall be forfeited in accordance with sub- clause IB 15.6(b) hereof.

#### **IB.28 Evaluation and Comparison of Bids**

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the procuring agency will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
  - (a) making any correction for errors pursuant to Clause IB.27;
  - (b) excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
  - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the procuring agency estimate of the cost of work to be performed under the Contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the Contract.
- 28.5 Bidders may be excluded if involved in "**Corrupt and Fraudulent Practices**" means either one or any combination of the practices given below SPP Rule2 (q);
  - (i) "**Coercive Practices**" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - (ii) "**Collusive Practice**" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of procuring agency to establish prices at artificial, noncompetitive levels for any wrongful

- gain;
- (iii) “**Corrupt Practices**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) “**Fraudulent Practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) “**Obstructive Practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

## **28.6 Evaluation Report (SPP Rule 45)**

After the completion of evaluation process, as described in clauses IB 27 and IB 28, the procuring agency shall announce the results of bid evaluation in the form of report (available on the website of the authority) giving reasons for acceptance and rejection of bid. The report shall be hoisted on website of the authority and that of procuring agencies if its website exists and intimated to all bidders at least seven (7) days prior to the award of contract.

## **F. AWARD OF CONTRACT**

### **IB.29 Award**

- 29.1 Subject to Clauses IB.30 and IB.34 and provision of the Rule. The procuring agencies shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of clause IB 03 and qualify pursuant to sub-clause IB 29.2.
- 29.2 Procuring agency, at any stage of the bid evaluation, having credible reasons for or having *prima facie* evidence of any deficiency(ies) in contractor’s capacities, may require the contractors to

provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not for the said project.

Provided, that such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that bid evaluation report.

**IB.30 Procuring Agency's Right to reject all Bids or Annul/Cancellation the Bidding Process (SPP Rule25)**

Notwithstanding Clause IB.29 and provision of the rule: (1) A procuring agency reserve may cancel the bidding process at any time prior to the acceptance of a bid or proposal; (2) The procuring agency shall incur no liability towards bidders solely by virtue of its invoking sub-rule (1); (3) Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; (4) The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for cancellation of the bidding process, but is not required to justify such grounds.

**IB.31 Notification/Publication of the Award of Contract (SPP Rule 25).**

- 31.1 Prior to expiry of the period of bid validity, including extension, prescribed by the procuring agency, the procuring agency shall notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall mention the sum which the procuring agency will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the procuring agency and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security and signing of the contract, the procuring agency will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.
- 31.5 Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information;

- 1) Evaluation Report;
- 2) Firm of Contract and letter of Award;
- 3) Bill of Quantities or Schedule of Requirement.

### **31.6 Debriefing (SPP Rule 51)**

- (a) A bidder may ask the procuring agency for reasons for non-acceptance of his bid and may request for a debriefing meeting and procuring agency shall give him the reason for such non acceptance either in writing or by holding a debriefing meeting with such a bidder.
- (b) The request bidder shall bear all the cost of attending such a debriefing.

### **IB.32 Performance Security (SPP Rule 39)**

- 32.1 The successful bidder shall furnish to the procuring agency a Performance Security in the form of pay order or demand draft or bank guarantee, and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of sub-clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 32.3 validity of performance security shall extend at least ninety says beyond the date of completion of contract, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

### **IB.33 Signing of Contract Agreement (SPP Rule 39)**

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the procuring agency will send the successful bidder the Contract Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the procuring agency and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the procuring agency.
- 33.3 A procurement contract shall come into force when the procuring agency requires signs contract, the date on which the signature of both the procuring agency and the successful bidder affixed to

the written contract. Such affixing of signature shall take place within the time prescribed in the bidding documents. Provided that the procuring agency may reduce the maximum time limit for signing of contract, as and when required, and shall be mentioned in the bidding documents.

### **33.4 Stamp duty**

The formal Agreement between the procuring agency and the successful bidder shall be duly stamped at rate of 0.35% of bid price (updated from time to time) stated in Letter of Acceptance.

### **IB.34 General Performance of the Bidders**

Procuring agency may in case of consistent poor performance of the contractor and his failure to remedy the underperforming contract may take such action as may be deemed appropriate under the circumstances of the case including the rescinding the contract and/or black listing of such contractor and debarring him from participation in future bidding process.

### **IB.35 Integrity Pact (SPP Rule 89)**

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to the bidding documents for all principal/local Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

### **IB.36 Instructions not Part of Contract**

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

### **IB.37 Arbitration (SPP Rule 34)**

Any dispute that is not amicably resolved shall be finally settled, unless otherwise specified in the Contract, under the Arbitration Act 1940 updated from time to time and would be held anywhere in the province of Sindh at the discretion of procuring agency.

## BIDDING DATA

## CONTRACT/BIDDING DATA

The following specific data for the Works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

### Instructions to Bidders

Clause Reference: No.PD/MUET/KHP/-186      dated: 14-06-2017

1.1 Name and address of the procuring agency:

**Mehran University of Engineering and Technology, Shaheed Z.A Bhutto Campus Khairpur Mir's Telephone: 0243-9280314 Fax: 9280023 Email: [memonsajjad.hussain@gmail.com](mailto:memonsajjad.hussain@gmail.com)**

1.2 Name of the Project & Summary of the Works: **Construction of additional work of Boundary Wall 1646 Rft along Railway Side and Gird Station at Residential Block of at MUET, Shaheed Z.A Campus Khairpur Mir's.**

2.1 Name of the Borrower/Source of Financing/Funding Agency:

**Non ADP.**

2.1 Amount and type of financing/Scheme Cost & Allocated Funds: **Non ADP**

8.1 Time limit for clarification:

**(05) Working days prior to last date of submission.**

10.1 Bid language: **English**

11.1 (a) Prequalification Information to be updated (where applicable):

11.1 (b) Furnish and Technical Proposal (*in case of two envelope method*) or Company Profile in single stage single envelope: **N/A**

The bidder has to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid in meeting requirements for timely completion of the works.

**13.1 Bidders to quote entirely in Pak rupees**

14.1 Period of Bid Validity: **90 days after opening of bid**

15.1 Amount of Bid Security: **10%**

**(5% at the time of Bid Submission and 5% deductible from the running bills).**

- 17.1   Venue, time, and date of the pre-Bid meeting; date:- N/A
- 18.4   Number of copies of the Bid to be completed and returned: **One original Plus one copy.**
- 19.2   (a)   *Procuring agency's* address for the purpose of Bid submission:

**Office of the Project Director at Mehran University of Engineering & Technology, Shaheed Z.A Bhutto Campus Khairpur Mir's.**

- 19.2   (b)   Name and Identification Number of the Contract: **Construction of additional work of Boundary Wall 1646 Rft along Railway Side and Gird Station at Residential Block of at MUET, Shaheed Z.A Campus Khairpur Mir's.**
- 20.1   (a)   Deadline for submission of bids:- **05-07-2017 at 11:00 a.m**

(b)   Venue, time, and date of Bid opening: **Office of the Project Director at Mehran University of Engineering & Technology, Shaheed Z.A Bhutto Campus Khairpur Mir's, 11:30 A.M, 05-07-2017.**

- 32.1   Standard form and amount of Performance Security acceptable to the procuring agency:

The successful bidder shall furnish to the Employer a Performance Security in the form of unconditional Bank Guarantee from a Schedule Bank, Call Deposit, Pay Order for an amount of Rs.5% (five percent) of the Contract Price stated in the Letter of Acceptance in accordance with the Conditions of Contract within a period of 14 (fourteen) days after the receipt of Letter of Acceptance.

- 32.3   Stamp duty
- 0.35 % will be paid by successful bidder as stamp duty.**

**FORM OF BID**

**AND**

**APPENDICES TO BID**

## FORM OF BID

**Bid Reference No. Construction of additional work of Boundary Wall 1646 Rft along Railway Side and Gird Station at Residential Block of at MUET, Shaheed Z.A Campus Khairpur Mir's.**

To:

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1. Having examined the bidding documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. \_\_\_\_\_ for the execution of the above-named work, we/I, the undersigned, offer to execute and complete the work and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said conditions.
2. We/I understand that all the Appendices attached hereto form part of this bid.
3. As security for due performance of the undertakings and obligations of this bid, we/I submit herewith a bid security in the amount of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_) drawn in your favour or made payable to procuring agency and valid for a period of \_\_\_\_\_ days beginning from the date, bid is opened.
4. We/I undertake, if our bid is accepted, to commence the works and to complete the whole of the works comprised in the contract within the time stated in Appendix-A to Bid.
5. We/I agree to abide by this bid for the period of \_\_\_\_\_ days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works.

We understand that you are not bound to accept the lowest or any bid you may receive.

9. We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
10. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint

venture shall not be altered without the prior consent of the procuring agency. (*Please delete this in case of Bid form a single bidder*)

in the capacity of \_\_\_\_\_ duly authorized to sign Bids for and on behalf of

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
Signature: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder in Block Capitals)  
(Seal)

Address: \_\_\_\_\_  
\_\_\_\_\_

Witness:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Occupation: \_\_\_\_\_

**SPECIAL STIPULATIONS****Clause****Conditions of Contract**

1.	Engineer's representing Consulting Firm hired by the procuring agency to issue Variation in case emergency.	3.1	Up to 2% of the Contract Price stated in the Letter of Acceptance.
2.	Amount of Performance Security	4.2	10% of contract price stated in the Letter of Acceptance in the shape of Bank Guarantee.
3.	Time for Furnishing Programme	8.3	Within 45 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	18.3	Rs. 200,000/- per occurrence with number of occurrences unlimited.
5.	Time for Commencement	8.1	Within 14 days from the date of receipt of Engineer's Notice to Commence this shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion (work & sections)	8.2, 10.2	90 days from the date of receipt of Engineer's Notice to Commence.
7.	Amount of Liquidated Damages/Delay Damages/Penalties	8.7	0.05% Damages per day of contract price but total amount will not be more than 10% of contract price.
8.	Defects Liability Period	11.1	365 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	14.2	10% of the amount of Interim/ Running Payment Certificate.
10.	Limit of Retention Money	14.2	5 % of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim/ Running Payment Certificates.	14.2	Minimum 5% of the Contract Price
12	Time of Payment from delivery of Engineer's Interim/ Running Payment Certificate to the procuring agency.	14.7	30 days in case of local contract.
13	Mobilization Advance	14.2	10% of Contract Price stated in the Letter of Acceptance in shape of Bank Guarantee.

14.	Escalation		N/A, due to enforcement of new schedule of rates.
15	Action when whole of the security deposit is forfeited.	Clause- 1.	<p>In any case in which under any clause or clauses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit ( whether paid in one sum or deducting by installment) I or in the case of abandonment of the work owing to the serious illness or death of the Contractor or any other case, the Project Director, on behalf of the Mehran University of Engineering, &amp; Technology, Jamshoro, shall have power to adopt any of the following courses, as he may deem best suited to the interests of University.</p> <p>(a) To rescind the contract ( of which rescission notice in writing to the contractor under the hand of the Project Director shall be conclusive evidence ) and in that case the security deposit of the Contractor shall stand forfeited and absolutely at the disposal of University.</p> <p>(b) To employ labour paid by the University to carry out the work, or any part of the work, debiting the Contractor with the cost of the labour ( as to the correctness of which cost and price the certificate of Project Director shall be final and conclusive against the Contractor) and crediting him with the value of the work done, in all respects in the same manner and</p>

	<p>at the same rates as if it had been carried out by the Contractor under the terms of his contract; and in that case the certificate of the Project Director as to the value of the work done shall be final and conclusive against the Contractor.</p> <p>(c) To measure up the work of the Contractor and to take such part thereof as shall be unexpected out of his hands, and to give it to another Contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him ( as to the amount of which excess expenses the certificates in writing of the Project Director shall be final and conclusive ) shall be borne and paid by the original Contractor and shall be deducted from any money due to him by University under the contractor or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.</p> <p>In the event of any of the above courses being adopted by the Project Director Contractor shall have no claim to compensation for any loss sustained by him-by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the</p>
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			contract. And in case the contract shall be rescinded under the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Project Director shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.
16	Action when the progress of any particular position of the work is unsatisfactory.	Clause- 2	If the progress of any particular portion of the work is unsatisfactory. Project Director on recommendation of Engineer, shall not notwithstanding that the general progress of the work is in accordance with the conditions, be entitled to take action under clause 1 (b) after giving the Contractor 10 days notice in writing. The Contractor will have no claim for compensation; for any loss sustained by him owing to such no claim for compensation, for any loss sustained by him owing to such action.
17	Contractor remains liable to pay compensation if action not taken under clause 3 and 4.  power to take possession of or required removal of or sell contractor's plant	Clause- 3	In any case in which any of the power conferred upon the project Director by clause 1 and 2 hereof shall have become exercisable and the same shall not have been exercised the non-exercised thereof shall not constitute a waiver of any of the conditions hereof and - such powers shall notwithstanding be exercisable in the event of any future case of default by the

	<p>Contractor for which under any clause or clauses hereof he is declared liable to any compensation amounting if the whole of his security deposit and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the Project Director taking action under sub-clause (a) or (c) of clause 1, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, of the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rate, or in the case of contract not being applicable, at current market rates, to be certified by the Project Director whose certificate thereof shall be final. In the alternative, the Project Director may, after giving notice in writing to the Contractor or his clerk of the work foreman or other authorized agent, required him to remove such tools, plant materials, or stores from the premises within a time to be specified in such notice, and in the event of the Contractor is failing to comply with any such requisition, the Project Director may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the project Director as to the expense of any such</p>
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			removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.
18	Extension Of Time	Clause- 4	<p>If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidable hindered in its execution or on any other ground, he shall apply in writing to the Project Director within 30 days from the date of which the execution of the work, was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work and the Project Director may, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Project Director in this matter shall be final.</p> <p>Provided that where the Contractor is hindered in the execution of the work on account of any act or omission on the part of the University or its authorized officers, the Project Director may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.</p> <p>Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date</p>

			<p>fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.</p> <p>When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.</p>
19	Final Certificate	Clause- 5	<p>On completion of the work the Contractor shall be furnished with a certificate by the Engineer of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from premises on which the work shall have been executed all scaffolding surplus materials and rubbish and shall have cleaned the site of work in and around the structures / works completed and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer or where the measurements have been taken by his subordinate until they have received the approval of the Project Director, the said measurements being binding and conclusive against the Contractor If the Contractor shall fail to comply with the</p>

			requirements of this clause is to the removal of scaffolding, surplus materials and rubbish and shall have cleared the site of work in and around the structures/works completed and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contracts shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such actually realized by the sale thereof.
20	Payment Of Intermediate Certificate To Be Regarded As Advance	Clause- 6	No payment shall be made for any work, estimated to cost less than rupees <b>ten thousand</b> till after the whole of the work shall have been completed and a certificate of completion given. But in the case of work estimated to cost more than rupees ten thousands, the Contractor shall on submitting bill therefore, as provided in Clause-10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer and Project Director, whose certificate such approval and passing of the sum so payable shall be final and conclusive against the Contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payment for work actually done and completed, and shall not preclude the Engineer and Project Director from requiring any bad, unsound, imperfect or unskillful work to be removed or taken

			away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claims; nor shall it conclude, determine, or affect in any other way the powers of the Project Director as to the final settlement and adjustment of the accounts or otherwise, or in any way very or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineers certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.
21	payment at reduced rates of account of item of work not accepted as completed to be at the discretion of the project director	Clause- 7	The rates for several items of works estimated to cost more than 1,000.00, agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Engineer may certify payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.
22	Bills to be submitted monthly	Clause- 8	A bill shall be submitted by the Contractor as frequently the progress of the work may justify for all the work executed and not included in any previous bill and the

	<p>Engineer shall take or cause to be taken the; requisite measurements for the purpose of having the same verified and the claims, as far as admissible, adjusted, if possible before the expiry of 21 days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose counter signature to the measurement list will be sufficient warrant and the Project Director may prepare a bill from such list which shall be binding on the Contractor in all respects. In case the Contractor or his authorized agent is not present at the site of work at the time fixed for recording measurements, or being present, does not counter sign the measurement list, the measurements recorded by the Engineer or his authorized subordinate shall be treated by the Engineer or his authorized subordinate shall be treated as correct and binding on the Contractor unless the Contractor within seven days of date of recording such measurements submit to the Project Director a detailed letter pointing out the errors or omissions in the record measurements. In case of such disagreement, the Project Director shall hold or cause to be held the site investigations and give his decision. The decision of the Project Director shall be final.</p>
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23	Bills To Be Printed On Forms	Clause- 9	<p>The Contractor shall submit all bills on his own primed forms. The bills shall be submitted to the Engineer in triplicate who will then scrutinize these bills and forward two copies to the Project Director and retain one copy in their office. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.</p>
24	Store Supplied By University	Clause- 10	<p>If the specification or estimate of the work provides for the use of an' special description of materials to be supplied from the store of the University or if it is required that the Contractor shall use certain stores to be provided by the Project Director such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the Contractor but not so as any way to control the meaning of effect of this contract specified in the schedule or memorandum hereto annexed, required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the materials and stores so supplied shall be sent off or deducted from any sums then due, or thereafter to become due to the Contractor</p>

			under the contract, otherwise, or from the security deposits, or the proceed of sale thereof, if the security deposit as held in Government securities the same or a sufficient portion hereof shall in that case be sold for the absolute property of University and shall on no account remove from the site of the work, and shall at all times be open to inspection by the Project Director. Any such materials unused and perfectly good condition at the time of completion or determination of the contracts shall be returned to the University Stores, if the Project Director so requires by a notice in writing under his hand, but the Contractor shall not be entitled to return any such materials except with the consent of the Project Director and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for, any, wastage in or damage to any such materials.
25	Works to be executed in accordance with specifications. Drawings. Orders etc.	Clause- 11	The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Project Director and initialed by the parties, the said specification being a part of the contract. The contractor shall also conform exactly, fully and faithfully to the designs, drawings

			and instruction in writing relating to the work signed by the Project Director and lodged in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications, and of all such designs drawings and instructions as aforesaid
26	Alterations in specifications and design. Not to invalidate contracts	Clause- 12	The Project Director on the recommendation of Engineer shall have power to make any alterations in, or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out of the work, in accordance with any instructions in this connection which may be given to him in writing by the Project Director and such alterations shall, not invalidate the contract; and any altered or additional work which the Contractor may be directed to do in the mentioned above specified subject to the limit laid down in clause 37 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as re specified in the tender for the main work. The time for

		<p>completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Project Director as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in its contract, then such class of work shall be paid for at ( ) percent below/above the rates shown for such work in the Government of Sind Schedule of rates 2004, as amended from time to time and if such last mentioned class of work is not entered in the Government of Sind Schedule of Rates 2004 as of the date of receipt by him of the order to carry out the work, inform the Project Director through the Consultants of the rate which it is his intention to charge for such class of work, and if the Project Director and the Consultants are satisfied with the rate analysis, then he shall allow him that rate, but if the Owner does not agree to this rate, he shall be notified in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable, provided always that if the Contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been detonated as lastly hereinbefore mentioned then in such case he shall only be entitled to be paid in respect of the work carried out for</p>
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			expenditure incurred by him prior the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Owner. In the event of a dispute, the decision of the Project Director will be final, conclusive and binding.
27	No Claim To Any Payment Or Compensation For Alteration In Or Restriction Of Work	Clause-13	If at any time after the execution of the contract documents the Project Director shall for any reason whatsoever in the tender to be carried out at all or carried out in part by the Contractor, he shall give notice in writing of the fact to the Contractor, who shall thereupon have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs, and instruction, which may involve any curtailment of the work as original contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the Contractor shall be paid for such materials at the rates

			determined by the Project Director provided they are not in excess of requirements and are of approved quality.
28	Time Limit For Unforeseen Claims	Clause-14	Under no circumstances whatsoever shall the contractor be entitled to any compensation from Authority on any account unless the Contractor shall have submitted a claim in writing to the Project Director within one month of the cause of such claim occurring. The Contractor shall give full details of such claim, indicating the part of the work is the subject matter of such claim, the reasons giving rise to the said claim and submit as far as possible, documentary evidence in support of the reasons and the calculations for such claim. The claim shall not be considered as valid or payable unless it has been scrutinized & accepted by the Engineer and Project Director & will become payable only to the extent upto which it has been accepted by the Project Director.
29	Action And Compensation In Case Of Bad Work	Clause-15	If at any time before the security deposit is refunded to the Contractor, it shall appear to the Project Director or his subordinate-incharge of the work, that any work lies been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution office work are unsound, or of quality inferior to that contracted for, or are

	<p>otherwise not in accordance with the contract, shall be lawful for the Project Director to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of any have been inadvertently passed, certified and paid for the Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required shall remove the materials or articles, and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Project Director in the writing intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent, on the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Project Director may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be as the risk and expense in all respects of the Contractor. Should the Project Director consider that any such inferior work or materials as described above may be accepted or made use of it shall be within the discretion to accept the</p>
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			same at such reduced rates as he may fix thereof.
30	Work To Be Open To Inspection Contractor Or Responsible Agent To Be Present	Clause-16	All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and Project Director or his subordinates, and the Contractor shall all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer and Project Director or his subordinate to visit the work shall have been given to the Contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.
31	Notice To Be Given Before Work Is Covered Up	Clause-17	The Contractor shall give not less than five days notice in writing to the Engineer and Project Director or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of check, inspection & measurement any work in order that the same may be verified, checked, inspected and measured, and correct dimensions thereof taken before the same is so covered up or planned beyond the reach of verification check, inspection & measurement, and shall not cover up or

			place beyond the reach of verification, check, inspection and measurement any work without the consent in writing of the Engineer and Project Director or his subordinate-incharge of the work, and if any work shall be covered up or placed beyond the reach of verification, check, inspection & measurement any work without the consent in writing of the Project Director or his subordinates incharge of the work, and if any work shall be covered up or placed beyond the reach of verification, check inspection & measurement without such notice having been given to consent obtained, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
32	Contractor Liable For Damage Done And For Imperfections For Three Months After Certificate	Clause- 18	If the Contractor or his workmen, or servants shall break, deface, destroy any part of a building in which they may be working, or any building, road, fence, enclosure or overhead or underground service lines of water supply, sewerage, electricity, telephone, gas etc. or grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any part thereof in being executed, or if any

			damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Project Director, the Contractor shall make good the same his own expense, or in default the Project Director may cause the same to be made good by other workmen, and deduct the expenses of ( which the certificate of the Project Director shall be final ) from any sums that may then be due or may thereafter become due to the Contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof or any of his dues available against other works with the University or as arrears of land revenue in case no dues are available or the amount available falls short of the total recoveries.
33	Contractor to supply plant ladders. Scaffolding etc. And is liable for damages arising on provision of lights. Fencing etc.	Clause- 19	The Contractor shall supply at his own cost all materials, plant, tools, appliances, implement, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specification, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or

		<p>complying with the requirements of the Project Director as to any matters as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Project Director at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The Contract or shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defense of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above; precautions, and to pay any damages and costs which maybe awarded in any such, suit action or proceeding to any such person, or which may with the consent of the Contractor be paid for comprising any claim by any such person.</p>
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34	Measure For Prevention Of Fire	Clause- 20	<p>The Contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Project Director.</p> <p>When such permit is given, and also all cases when destroying cut or dug up trees, brushwood, grass etc., by fire; the Contractor shall take necessary measures to prevent such fire spreading to otherwise damaging surrounding property.</p> <p>The Contractor shall make his own arrangements at his cost and expense for providing drinking water and water for domestic use of his labour employed in connection with the execution of the works as also for the use of his labour employed in connection with the execution of the works as also for use on the works itself. However, in case the Contractor is not able to make his own arrangements for water, the same could at the discretion of the Project Director be supplied by the owner in which case the recovery against the water charges at 2% of the cost of these items of work on which the water is used in the construction shall be made from the bills of the Contractor.</p>
35	Liability Of Contractor For Any Damage Done In Or Outside Work Area	Clause- 21	Compensation for all damage done intentionally or unintentionally by Contractor's labour whether in or beyond

			<p>the limits of University property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Project Director or such other officer as he may appoint and the estimates of the Project Director shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Project Director from any sums that may be due or become due from University of the Contractor under this contract or otherwise.</p> <p>The Contractor shall bear the expenses of defending any action or other legal proceedings that maybe brought by any person, party or authority for injury sustained "by him owing to neglect of precaution to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.</p>
36	Employment Of Female Labour	Clause- 22	The employment of female labour on works in the neighborhood of soldiers' barracks should be avoided as far as possible.
37	Work On Sunday	Clause- 23	No work shall be done on a Sunday or a public holiday without the prior sanction in writing of the Project Director.

38	Work not be sublet. Contractor may be rescinded & security deposit forfeited for subletting it without approval"	Clause- 24	<p>The Contractor shall not be assigned or sublet without the written approval of the Project Director. And if the Contractor shall assign or sublet his contract, or attempt to do, or become insolvent or make any composition with his creditors or attempt to do, the Project Director may, by notice in writing rescind the contract.</p> <p>The Contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Project Director by notice in writing, produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gifts, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of University in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the Contractor does not keep account or fails to produce them as aforesaid, the Project Director may give notice in writing rescind the contract. In the event of a Contract being rescinded the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of</p>
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			University and the same consequences shall ensure as if the contract had been rescind under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.
39	Sum Payable By Way Of Compensation To Be Considered As Reasonable Compensation Without Reference To Actual Loss	Clause- 25	All sums payable by a Contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of University without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.
40	Changes In The Constitution Of Firm To Be Notified	Clause- 26	In the cases of a tender by partners any change in the constitution of a firm shall be forthwith notified by the Contractor to the Project Director for his information.
41	Work To Be Under Direction Of Engineer, Consultant And Project Director	Clause- 27	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer and Project Director for the time being, who shall be entitled to direct at what point or points and in what-manner they are to be commenced, and from time to time carried on.
42	Decision of Vice-Chancellor to Be Final	Clause- 28	Except where otherwise specified in the contract and subject to the powers delegated to him by authority under the Code rules then in force, the decision of the Vice-Chancellor shall be final, conclusive, and binding on all parties to the contract upon

			<p>all questions relating to the meaning of the specifications, design, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question claim, right, matter or the thing whatsoever in any way arising out of, or relating to the contract, design, drawings, specifications, estimates, instructions, orders of these conditions, or otherwise considering the works, or the execution, or failure to execute the same, whether arising, during the progress or the work, or after the completion or abandonment thereof.</p>
43	Lump Sum In Estimates	Clause- 29	<p>When the estimate on which a tender is based includes one or more items with lump sum rates or lump sum amount the Contractor shall be entitled to payment in respect of such items on the rates entered in this contract with the detailed specifications and the analysis of the rates on which the contract price is calculated. Where part of the work is done or the specifications are altered the Contractor will submit his own rate and payment shall be controlled in the same way as if the item of work was done outside the current Government Schedule of Rates applicable in the case in accordance with the procedure laid down in Clause 14.</p> <p>Provided always that in case of the percent Rate tenders, no premium as quoted for the main tender as also that quoted in clause 14</p>

			( which will be the same premium as for the main tender) shall be payable for any items of work including the lump sum items or market rates which are outside the Current Government Schedule of Rates.
44	Action Where No Specification	Clause- 30	In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Sind P.W.D. specifications and in the event of there being no Sind P.W.D. specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Director. The payment for such items of work shall be made in accordance with the procedure laid down in Clause 14 for items of work outside the Current Government Schedule of Rates.
45	Contractors Percentage Whether Applied To Net Or Gross Amount Of Bill	Clause- 31	The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deduction the value of any stock issued.
46	Refund Of Quarry Fees And Royalties	Clause- 32	All quarry fees; royalist, octroi, dues, ground rents, local and Government taxes and Rates etc. relating directly or indirectly to the execution of the works under this contract shall be paid by the contractor as a final

			charge and no refund on this account shall be allowed by the University.
47	Compensation under the workmen's compensation act.	Clause- 33	The Contractor shall be responsible for and shall pay any compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act) as amended upto date for injuries caused to the workmen. If such compensation is paid by University as principal under sub-section (1) of section 12 of the said Act on behalf of the Contractor; it shall be recoverable by University from the Contractor under sub-section (2) of the said section such, compensation shall be recovered in the manner laid down in Clause above. The contractor shall also discharge all other liabilities in relation to the current Government or local legislation with respect. to the Labour Laws and other Fringe benefits like Health and Insurance cover. Old Age Benefits etc. for all his labour including the administrative and supervisory staff.
48	Claim For Quantities As Per Scope Of Work Shown On Drawings	Clause- 34A	The quantities of different items of work shown in the schedule B attached to this tender, are only approximate The actual quantities of different items as done at Site will be controlled by the detailed drawings and the actual requirements at site of work. No claim whatsoever will be entertained on account of excess or reduction in the scope of work as shown on the drawings.

49	----- do -----	Clause- 34B	<p>Where due to the change of specification or scope or work or due to additions in size and quantum of the work the total cost of the work increases upto 30% at the cost as shown in the MEMORANDUM ( Excluding those case there the total cost the increased due to any claim of the contractor or the escalation in the rates/cost subject to its sanction ) the Contractor shall be bound to carry out the same at the same rates and under the same conditions as for the same at the same rates and under the same conditions as for the main tender. In case where the total cost is likely to increase beyond 30% of the amount shown in the MEMORANDUM it will be optional for the Contractor to decline to take up the additional work provided always that no work shall be left in incomplete or in unfinished shape irrespective of the total Cost of the work. Where, however, the Contractor agrees to take up the additional work, there shall be no financial limit to it and that the entire work shall be done at the same rates and under the same terms and conditions as the main tender.</p>
50	Employment Of Feminine Labour	Clause- 35	<p>The Contractor shall employ any feminine; convict or other labour of a particular kind of class if ordered in writing to do so by the Project Director.</p>

51	Claim For Compensation For Delay In The Execution Of Work	Clause- 36	No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in accordance with the sanction to estimates.
52		Clause- 37	No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments or on the land or the approach road etc. The rates are inclusive of hard or cracked soil, excavation mud, subsoil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.
53	Entering Upon Or Commencing Any Portion Of Work	Clasue- 38	The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Project Director or of his subordinate-incharge of the work. Failing such authority the contractor shall have not claim to ask for measurements of or payment for work.
54	Minimum age of persons employed. The employment of donkeys or other animals	Clasue- 39	(i) No contractor shall employ any person who is under the .age of 12 years.  (ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least thread should be of tape (Nawar).

			<p>(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.</p> <p>(iv) The Contractor shall not employ any labour who has any contagious disease or is a habitual narcotic user or is as sick and unfit for manual labour as to create a hazard for his health or life.</p> <p>(v) The Project Director or his subordinate is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the University for any delay caused in the completion of the work by such removal.</p> <p>Any Contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of Contractors.</p>
54	Pakistan Timber To Be Used	Clause-40	As far as possible Pakistan Timbers shall be used and where for any reason this is not practicable preference shall be given to imported timber of approved origin and quality.
55	Certificate For Concessionary Freight Of Charges From The Railway	Clause-41	If any materials are required to be conveyed by rail, the Contractors will be granted certificates by the Project Director to the effect that the materials are required for University works thereby enabling them to

			have the benefit as allowed under the rules from the railway. In case, however, such a concession is withdrawn by the railway at any time', no claim shall be made against University on this account.
56	Recovery Of Dues From Contractor As Arrears Of As Land Revenue	Clause- 42	Any sum due to the University by the Contractor shall be liable for recovery as arrears of Land Revenue.
57	Partnership Of M.L.As Is Forbidden	Clause- 43	The Contractor shall certify that no member of Legislative Assembly is in partnership with him and that University will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly or Parliament is a partner in the Contract.
58	Payment Of Taxes	Clasue- 44	The contractor firmly holds himself responsible to get himself registered under Income Tax and Sales Tax Rules and to pay these and all other Government and local taxes due to him from time to time in accordance with the Government instructions.
59	Interest Or Share Of University Servant In The Work	Clause- 45	The Contractor shall certify that no University Servant, Government servants or a servant of a Corporate Body directly controlled by the Government has directly or indirectly any share or interest in this work.
60		Clause- 46	The Contractor will not be allowed to withdraw his tender and ask For the return

			of earnest money before expiry of the period of three months, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.
61	Security Refund	Clause- 47	Notwithstanding anything contained in any clause of this contract and further notwithstanding the fact that the final completion Certificate has been awarded to the Contractor and his 50% Security deposit refunded, the liability of the Contractor for the purpose of "Defect Liability" shall extend for the period of 12 months from the date of issue of the completion Certificate for removal including replacement of any defect found in the works due to construction or any other cause directly attributed to and a result of defective work or negligence in carrying out the work. The remaining 50% security deposit will be refunded after 12 months after removal of defects, if any.
62		Clause- 48	The Contractor shall employ at his cost at the site of work for effective planning, supervision and control of the work, adequate, full time Director engineering staff and trained and experience licensed electricians and mechanics of respective

			<p>trade in addition to the usual team of following scales:</p> <p>Work costing upto Rs. 15.0 lacs : A Diploma holder.</p> <p>Work costing over Rs. 15.0 Lacs : A Professional Engineer</p> <p>Registered with Pakistan Engineering Council.</p> <p>Such persons work on the job shall be deemed to the authorized agents at site of the Contractor and shall receive all orders &amp; instructions of the Project Director, Engineer and Consultants or their authorized representatives and shall also be responsible to maintain a work-order book and other registers at Site and shall forthwith take actions to carry out the orders and instructions.</p>
63		Clause-49	If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objections of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is hereinbefore provide for as has been so decided, every such matter including

			whether its decisions has been otherwise provided for and or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person or a board with the mutual consent of the Project Director and the Contractor and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be payable or recoverable in respect of the matter so referred.
64	Force Majeure	Clause- 50	The parties shall not be considered to be at default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of force Majeure. Each part will advise the other party by written notice within 30 days of the occurrence of any such case force Majeure employed therein shall mean acts of the Public enemy wars (whether declared or not) hostilities, revolutions, civil disturbances, epidemics, fires, floods, earth quakes, weather causes of similarly nature which render the performance of this agreement unfeasible and inspite of the exercise is unable to overcome.

65	Mobilization Advance	Clause- 51	<p>Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:</p> <p>(i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;</p> <p>(ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and</p> <p>(iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.</p>
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## **CLAUSE – 52**

The cost difference in the prices specified in the schedule of rates for following items shall be paid separately and as per actual consumption / quantities executed and in accordance with Notifications issued by Standing Rates Committee, Government of Sindh from time to time. N/A

Item	Rate provided in Schedule of Rates	Unit	Rate Allowed w.e.f 01-07-2011	Cost Difference payable/ recoverable w.e.f.	Remarks
M.S. Bars (Tor)					
Cement (OPC)					
Bricks  9"x4 ½"x3" (First Class)					
Deodar Wood (First Quality)					
Partal Wood					
Bitumen					
Any other item if notified by Standing Rates Committee, Government of Sindh					

Any change in the above price by Standing Rates Committee Government of Sindh during the currency of contract, the difference will be payable to or, as the case may be recoverable from the contractor. The effect of the revision of the prices will be confined to the quantity of the items which is actually consumed after the date of such revision.

#### **CLAUSE – 53**

The electric and water connection will be provided at one point respectively near the site of work. The Contractor will be responsible for further distribution where ever required including making complete arrangements for shortage of water. The cost of electric energy consumed as per prevailing tariff including service charges of WAPDA will be paid by the contractor. The cost of water consumed in the work will be recovered from the bills of the contractor at 2% (two percent) of the cost of these items of works on which water is used.

#### **CLAUSE – 54**

During construction of work, all the necessary security measures of the site would be taken by the contractor on its own.

**CONTRACTOR.**

**ENGINEER.**

**Witness.**

1. \_\_\_\_\_
2. \_\_\_\_\_

**Witness**

1. \_\_\_\_\_
2. \_\_\_\_\_

**PROJECT DIRECTOR**

Certified that the Tender/Agreement has been prepared/executed under our supervision and we are satisfied that it has been correctly prepared/executed.

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**Consultants**

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### FOREIGN CURRENCY REQUIREMENTS

1. The Bidder may indicate herein below his requirements of foreign currency (if any), with reference to various inputs to the Works.
  
  2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums \_\_\_\_\_ %.
  
  3. Table of Exchange Rates
- Not applicable

Unit of Currency	Equivalent in Pak. Rupees
Australian Dollar	-----
Euro	-----
Japanese Yen	-----
U.K. Pound	-----
U.S. Dollars	-----
-----	-----
-----	-----

## PRICE ADJUSTMENT UNDER CLAUSE 70/13.8

## OF CONDITIONS OF CONTRACT

**A. Weigh ages or coefficients are used for price adjustment.**

The source of indices and the weight ages or coefficients for use in the adjustment formula under Clause 13.8 shall be as follows:

*(To be filled by the procuring agency)*

Cost Element	Description	Weight ages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.350	<b>Not applicable</b>
(ii)	Local Labour		Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags		“ “ “
(iv)	Reinforcing Steel		“ “ “
(v)	High Speed Diesel (HSD)		“ “ “
(vi)	Bricks		“ “ “
(vii)	Bitumen		“ “ “
(viii)			
	Total	1.000	

**Notes:**

- 1) Indices for "(ii)" to "(vii)" are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 15 days prior to

the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.

- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) Fixed portion shown here is for typical road project, procuring agency to determine the weight age of Fixed Portion considering only those cost elements having cost impact of seven (7) percent or more on his specific project.

**B. When Escalation is allowed on the material only.**

Price adjustment of following items shall be allowed:

Cost Element	Description	Base Price	Applicable index
1	2	3	4
(i)	Cement – in bags		Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(ii)	Reinforcing Steel		" " "
(iii)	Bricks		" " "
(iv)	Bitumen		" " "
(v)	Wood (Composite item)		" " "
	Total five items.		

## BILL OF QUANTITIES

### A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract (in case of item not mentioned in Bill of Quantities).
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 14 days prior to deadline for submission of Bids in case of ICB/NCB respectively, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities and shall not be paid separately.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.

6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 13.5 of Part I, General Conditions of Contract.

**BILL OF QUANTITIES****B. Work Items (Road/PHE Work)\***

1. The Bill of Quantities contains the following Bills and items.

Bill No. 1 - Earthworks  
**Not Applicable**  
 Bill No. 2 Hard Crust and Surface Treatment

Bill No. 3	-	Culverts and Bridges
Bill No. 4	-	Subsurface Drains, Pipe Laying and Man holes
Bill No. 5	-	Tube wells, Pump houses and Compound Wall
Bill No. 6	-	Miscellaneous Items

Daywork Schedule

Summary Bill of Quantities

2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.

\* procuring agency can add and delete the items as per its requirement.

## SCHEDULE-D to Bid

**BILL OF QUANTITIES  
COMMULATIVE SUMMARY OF BID**

**CONSTRUCTION OF ADDITIONAL WORK OF BOUNDARY WALL 1646 RFT ALONG RAILWAY SIDE AND GIRD STATION AT RESIDENTIAL BLOCK OF AT MUET, SHAHEED Z.A CAMPUS KHAIRPUR MIR'S.**

S. No.	DESCRIPTION	AMOUNT (Rs.)	
i	<b>Cost of Civil Work Schedule Items</b>	Rs.	
ii	<b>Cost of Civil Work Non Schedule Items</b>	Rs.	
	<b>Grand Total in Rs.</b>	<b>Rs.</b>	

In words :

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Note :

Cartage shall not be payable separately and that the bid offered, it including of cartage.

Any difference on steel, cement, Bitumen, wood and bricks it notified by Government of Sindh after opening this bid shall be payable based on executed quantities.

If any extra item is required execution preference will be given to Govt. of Sindh Schedule of rates.

Signature of Bidder

Seal of Bidder

## Schedule- B

### Part-I Civil Work Schedule Items

S-No	Descriptions	Unit	Rate	Qty	Amount
1	Excavation in foundation of building bridges and other structures including dagbelling dressing, refilling around structure with excavated earth Watering and ramming lead upto 5 ft. (b) In Ordinary soil. (GSI# 18, P# 4)	%o Cft	3,176.25	2259.00	7,175.15
2	Dry rammed brick or stone ballast 1-1/2" to 2" gauge. (GSI# 2, P# 14)	% Cft	3,327.50	890.00	29,614.75
3	Pacca brick work in foundation and plinth (e) cement sand mortar 1:6 (GSI# 4 I, P# 19)	% Cft	11,948.36	2236.00	267,165.33
4	Extra labour rate for making cement plaster pattas/band around straight or carved openings and around the edges of roof slabs, the width not less than 6" with fine finishing as directed by Engineer Incharge. (GSI# 35, P# 55)	P-Rft	19.36	4018.00	77,788.48
5	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregates without shuttering) (I) Ratio 1:4:8 (GSI # 5(i), P# 15)	% Cft	11,288.75	1140.00	128,691.75
6	Reinforcement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms, moulds, lifting shuttering, curing, rendering and finishing the exposed surface (including Screening and washing of shingle) RCC work in roof slab, beams, columns, rafts, lintels and other structural members laid in situ or pre-cast laid in position complete in all respects. (I) Ratio 1:2:4 90 lbs cement 2 Cft sand, 4 Cft shingle 1/8" to 1/4" gauge . (GSI # 6 (a), P# 15)	P-Cft	337.00	15589.00	5,253,493.00
7	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position , making joints and fastenings including cost of binding wire (also includes removal of rust from bars).(b) using Tor bars. (GSI # 8(ii) b, P# 16).	P-Cwt	5,001.70	625.00	3,126,062.50

S-No	Descriptions	Unit	Rate	Qty	Amount
8	Applying Floating coat of cement 1/32" thick (GSI#4, Page#52).	% Sft	660.00	47514.00	313,592.40
9	Cement Plaster 1:4 upto 12 ft Height (b) 1/2"thick (GSI #11(b) P-51	% Sft	2,283.93	47514.00	1,085,186.50
10	Cement Plaster 1:4 upto 12' height (a) 3/8" thick (GSI #11(a), P# 51).	% Sft	2,197.52	47514.00	1,044,129.65
11	Preparing the surface and painting with weather coat I/c rubbing the surface with rubbing brick / sand Paper, filling the voids with chalk/ plaster of Paris and then painting with weather coat of approved make. (GSI # 38 A P-55) (ICI OR equivalent:)	% Sft	1,328.25	47514.00	631,104.71
12	a) 2nd & subsequent coat (GSI # 36 B P-54) (ICI OR equivalent:)	% Sft	1,239.70	47514.00	589,031.06
13	Preparing surface and painting guard bars, gates of iron bars, gratings, railings (including standard braces, etc) and similar open work. (d) (i) Priming coat (ii) Each subsequent coat of paint. (GSI# 5 (d), P# 68) three coats	% Sft	1,270.83	10588.00	134,555.48
<b>Amount of Schedule items in Rs</b>					<b>12,687,590.75</b>
<b>Premium .....% Above / Below on S.I</b>					
<b>Total Amount</b>					

## Part-II Civil Work Non Schedule Items

S-No	Descriptions	Unit	Rate	Qty	Amount
1	Drilling of boreholes for piles 12 inches diameter in all kind of sub-surface material and water condition including stabilization hole through bentonite slurry if necessary, disposal of surplus excavated material and all work as per drawings and instructions of Engineer incharge. (Maximum 15ft deep) NSI.	P-Rft		2848.00	
2	Making of 2" x 2" cement sand plaster pata/ band/ gola around straight or covered openings and around the edges of walls, columns, beams & roofs etc cement sand mortar 1:3 including cost of labour, curing and cartage etc complete in all respects as per directions of engineer incharge N.S.I	P-Rft		4018.00	
3	Providing, fixing and welding MS Grills including embedding and one coat of red oxide etc complete in all respect and detail shown on the drawings. NSI.	P-Kg		6987.00	
4	Emblem 2" thick plate size 24" x 24" in pre cast concrete including making and fixing in wall etc complete in all respects as per directions of engineer incharge. N.S.I	P.Each		43.00	
	<b>Amount of Non Schedule items in Rs</b>				

*Appendix-D to Bid****BILL OF QUANTITIES*****C. Day work Schedule****General**

1. Reference is made to Sub-Clause 13.6 of the General Conditions of Contract. Work shall not be executed on a day work basis except by written order of the Engineer. Bidders shall enter basic rates for day work items in the Schedules, which rates shall apply to any quantity of day work ordered by the Engineer. Nominal quantities have been indicated against each item of day work, and the extended total for day work shall be carried forward to the Bid Price.

**Not applicable**

**Day work Labour**

2. In calculating payments due to the Contractor for the execution of day work, the actual time of classes of labour directly doing the day work ordered by the Engineer and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.
  
  
  
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on Day work, calculated at the basic rates entered by him in the Schedule of Day work Rates for labour together with an additional percentage, payment on basic rates representing the Contractor's profit, overheads, etc., as described below.

- a) the basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan law. The basic rates will be payable in local currency only; and
- b) the additional percentage payment to be quoted by the Bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour timekeeping and clerical and office work; the use of consumable stores, water, lighting and power; the use and repair of stagings, scaffolding, workshops and stores; the power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

~~Not applicable~~

## Appendix-D to Bid

## SCHEDULE OF DAYWORK RATES

## I. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D101	Ganger	Hr	500			
D102	Labourer	Hr	5,000			
D103	Brick layer	Hr	500			
D104	Mason	Hr	500			
D105	Carpenter	Hr	500			
D106	Steel work Erector	Hr	500			
	-----etc-----	Hr	500			
D113	Driver for vehicle up to 10 tons	Hr	1,000			
D114	Operator for excavator, dragline, shovel or crane	Hr	500			
D115	Operator for tractor, (tracked) with dozer blade or ripper	Hr	500			
D122	<p style="text-align: center;">Sub Total</p> <p>Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Daywork Schedule _____</p> <p>Total for Daywork: Labour : _____</p> <p>(Carried forward to Daywork Summary)</p>					

**Appendix-D to Bid****Day work Material**

4. The Contractor shall be entitled to payment in respect of materials used for Day work (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Day work Rates for materials together with an additional percentage payment on the basic rate to cover overhead charges and profit, as follows:

**Not applicable**

- a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
- b) the additional percentage payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
- c) the cost of hauling materials used on work ordered to be carried out as Day work from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

## Appendix-D to Bid

## SCHEDULE OF DAYWORK RATES

## II. Materials

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words )	Extended Amount (Rs.)
1	2	3	4	5	6	7
D201	Cement, ordinary Portland or equivalent in bags					
D202	Mild Steel reinforcing bar upto 16mm diameter to BS 4449 or equivalent	M:Ton	100			
D203	Fine aggregate for concrete as specified in Clause _____	Cu:M	1,000			
D204	-----etc-----					
D222	Gelignite (Noble Special Gelatine 60 % or equivalent) including caps, fuse, wire and requisite accessories	M:Ton	10			
D223	<p style="text-align: center;">Sub Total</p> <p>Allow _____ percent of subtotal for Contractor's overhead, profit, etc., in accordance with Paragraph 4(b) of Daywork Schedule _____</p> <p>Total for Daywork: Materials _____</p> <p>(Carried forward to Daywork Summary)</p>					

**Appendix-D to Bid****Daywork Constructional Plant**

5. The Contractor shall be entitled to payments in respect of constructional plant already on Site and employed on Daywork at the basic rental rates entered by him in the Schedule of Daywork Rates for constructional plant. The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables and all overhead profit and charges related to the use of such equipment.  
**Not applicable**  
The cost of drivers, operators and assistants will be paid for separately as described under the section on Day work labour.
6. In calculating the payment due to the Contractor for constructional plant employed on Daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the constructional plant was located when ordered by the Engineer to be employed on day work and the time for return journey thereto shall be included for payment.
7. The basic rental rates for constructional plant employed on Daywork shall be stated in Pakistani Rupees.

**SCHEDULE OF DAYWORK RATES**

**III. Constructional Plant**

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.) in Figure	Rate Rs.) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	
D301	Excavator ,face shovel or dragline: 1. Up-to and including 1 Cu.M. 2. Over 1 Cu.M to 2 Cu. M. 3. Over 2 Cu.M	Hr Hr Hr	500 400 300			
D302	Tractor (tracked) including bull or angle dozer: 1. Up-to and including 150 HP 2. Over 150 to 200 HP 3. Over 200 to 250 HP	Hr Hr Hr	500 400 200			
D303	Tractor with ripper: 1. Up-to and including 200 HP 2. Over 200 to 250 HP	Hr Hr		400 200		
D304	-----etc-----					
	Total for Daywork: Constructional Plant _____			(Carried forward to Daywork Summary)		

**DAYWORK****Summary (Daywork)**

	<b>Amount (Rs.)</b>
(I) Total for day work : Labour	<b>Not applicable</b>
(II) Total for day work : Materials	_____
(III) Total for day work: Constructional Plant	_____
Total for day work	_____
(Carried forward to Summary Page of Bill of Quantities)	

## Appendix-D to Bid

**BILL OF QUANTITIES****SUMMARY**

	Amount (Rs.)
Bill No. 1:	Earthworks/ Plinth and Foundation
Bill No. 2:	Curverts and Bridges/ Ground Floor
Bill No. 3:	Subsurface Drains/ Internal Water Supply and Sanitary Fittings
Bill No. 4:	Subsurface Drains/Pipe Laying and Man holes/ Internal Water Supply and Sanitary Fittings
Bill No. 5:	Tube wells and Pump Houses/ Internal Electrification
Bill No. 6:	Miscellaneous Items
Bill No. 7:	External Developmen
Sub-Total of Bills	<hr/>
Day work	<hr/>
Bid Price	<hr/>

Note: All Provisional Sums are to be expended in whole or, in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 52.4 and 58.2 of the General Conditions of Contract Part- I.

**Appendix-E to Bid****PROPOSED CONSTRUCTION SCHEDULE**

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet procuring agency's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule).

<u>Description</u>	<u>Time for Completion</u>
1) Whole Works	_____ days
2) Part-A	_____ days
3) Part-B	_____ days
4)	_____ days
5)	_____ days

**Appendix-F to Bid**

**METHOD OF PERFORMING THE WORK**

[The Bidder is required to submit a narrative outlining the method of performing the Work. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]

**Appendix-G to Bid**

**LIST OF MAJOR EQUIPMENT – RELATED ITEMS**

[The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

## Appendix-G to Bid

## LIST OF MAJOR EQUIPMENT

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

**Appendix-H to Bid****CONSTRUCTION CAMP AND HOUSING FACILITIES**

The Contractor in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows.

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
  - a) Power (expected power load, etc.).
  - b) Water (required amount and system proposed).
  - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
  - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
  - b) Warehouses and Storage Areas (area required, type of construction and layout).
  - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

**Appendix-I to Bid****LIST OF SUBCONTRACTORS**

I/We intend to subcontract the following parts of the Work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

<b>Part of Works (Give Details)</b>	<b>Subcontractor (With Complete Address)</b>
<b>1</b>	<b>2</b>

*Appendix-J to Bid****ESTIMATED PROGRESS PAYMENTS***

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the Works and the Rates in the Bill of Quantities, expressed in thousands of Pakistani Rupees.

Quarter/ Year/ Period	Amounts (1,000 Rs.)
1	2
Ist Quarter	
2 <sup>nd</sup> Quarter	
3 <sup>rd</sup> Quarter	
4 <sup>th</sup> Quarter	
5 <sup>th</sup> Quarter	
6 <sup>th</sup> Quarter	
7 <sup>th</sup> Quarter	
8 <sup>th</sup> Quarter	
9 <sup>th</sup> Quarter	
<b>Bid Price</b>	

*Appendix-K to Bid*

*ORGANIZATION CHART*

**FOR THE**  
**SUPERVISORY STAFF AND LABOUR**

(To be filled in by the bidder)

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**

**PAYABLE BY CONTRACTORS**

(For CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from procuring agency, except that which has been expressly declared pursuant hereto.

[name of Contractor] accept full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with procuring agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to procuring agency under any law, contract or other instrument, be voidable at the option of procuring agency.

Notwithstanding any rights and remedies exercised by procuring agency in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify procuring agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to procuring agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from procuring agency.

.....

[Procuring agency]

[Contractor]

**FORMS**

**BID SECURITY**

**PERFORMANCE SECURITY**

**CONTRACT AGREEMENT**

**MOBILIZATION ADVANCE GUARANTEE/BOND**

**INDENTURE BOND FOR SECURED ADVANCE**

**BID SECURITY****(Bank Guarantee)**

Security Executed on \_\_\_\_\_  
 (Date)

Name of Surety (Bank) with Address: \_\_\_\_\_  
 (Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address \_\_\_\_\_  
 \_\_\_\_\_

Penal Sum of Security Rupees . \_\_\_\_\_ (Rs. \_\_\_\_\_ )

Bid Reference No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

\_\_\_\_\_  
 (hereinafter called the 'procuring agency') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated \_\_\_\_\_ for Bid No. \_\_\_\_\_ for \_\_\_\_\_ (Particulars of Bid) to the said procuring agency; and

WHEREAS, the procuring agency has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the procuring agency, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said procuring agency in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the procuring agency the said sum upon first written demand of the procuring agency (without cavil or argument) and without requiring the procuring agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the procuring agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the procuring agency forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

1.

Corporate Secretary (Seal)

Signature

Name

Title

Corporate Guarantor (Seal)

2. \_\_\_\_\_

Name, Title & Address

**FORM OF PERFORMANCE SECURITY****(Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
 Executed on \_\_\_\_\_  
 Expiry date \_\_\_\_\_

[Letter by the Guarantor to the procuring agency]

Name of Guarantor (Bank) with address: \_\_\_\_\_  
 (Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the procuring agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said procuring agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the procuring agency's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the procuring agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without cavil or arguments and without requiring the procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to procuring agency's designated Bank & Account Number.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the procuring agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

---

Guarantor (Bank)

Witness:

1. \_\_\_\_\_

Signature \_\_\_\_\_

---

Name \_\_\_\_\_

Corporate Secretary (Seal)

---

Title \_\_\_\_\_

2. \_\_\_\_\_

---

Name, Title & Address

Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20 \_\_\_\_\_ between \_\_\_\_\_ (hereafter called the "procuring agency") of the one part and \_\_\_\_\_ (hereafter called the "Contractor") of the other part.

WHEREAS the procuring agency is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
  
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) The completed Form of Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) The Special Conditions of Contract – Part II;
  - (f) The General Conditions – Part I;
  - (g) The priced Bill of Quantities (Appendix-D to Bid);
  - (h) The completed Appendices to Bid (B, C, E to L);
  - (i) The Drawings;
  - (j) The Specifications.
  - (k) \_\_\_\_\_ (any other)
  
3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. Procuring agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contractor

---

(Seal)

Signature of Procuring agency

---

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

---

(Name, Title and Address)

Witness:

---

(Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE/BOND**

Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter called the ' procuring agency ') has entered into a Contract for \_\_\_\_\_  
 \_\_\_\_\_  
 with \_\_\_\_\_ (hereinafter called the "Contractor").

AND WHEREAS, the procuring agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rupees \_\_\_\_\_ (Rs \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the procuring agency has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, \_\_\_\_\_  
 (Scheduled Bank in Pakistan or Insurance Company acceptable to the Employer)

(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the procuring agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the procuring agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the procuring agency shall be the sole and final judge, on the part of the Contractor, shall be given by the procuring agency to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until \_\_\_\_\_ whichever is earlier.

(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees \_\_\_\_\_ (Rs \_\_\_\_\_).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

GUARANTOR

1. Signature \_\_\_\_\_
2. Name \_\_\_\_\_
3. Title \_\_\_\_\_

WITNESS

1. \_\_\_\_\_  
\_\_\_\_\_

Corporate Secretary (Seal)

2. \_\_\_\_\_

(Name Title & Address)

Corporate Guarantor(Seal)

## INDENTURE FOR SECURED ADVANCES

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time ).

This INDENTURE made the ..... day of ..... ----- ..... -20--"- BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-

(Here enter (the description of the works).) AND WHEREAS the contractor has applied to the ..... ..... — ..... for an advance to him of Rupees ----- ----- (Rs. ..... ) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND

WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. ..... ) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor Fin R.Form.17.A on ----- ..... — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees ..... - ..... — .... (Rs. ----- ..... ) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount And doth hereby covenant and agree with the Government and declare ay follow :-

(1) That the said sum of Rupees ..... - ..... — .... (RF. ----- ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Running Account Bill (B) which have been Fin R Form No. 17-A Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other

Fin. R. Form No. 17-A Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer -----  
----- (hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees ..... - ..... (Rs. ..... ) and any further sum or sums which may be advanced as aforesaid and

all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly. Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due

in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement. (9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be

referred to the Superintending Engineer ..... Circle whose ..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

In witnesses whereof the\* ----- —..... on behalf of the Governor of Sindh and the said ..... — ..... - ..... --have hereunto set their respective hands and seals the day and first above written.

Signed, sealed and delivered by\* In the presence of

Seal

1st witness

2<sub>nd</sub> witness

Signed, sealed and delivered by\* In the presence of

Seal

1st Witness

2<sub>nd</sub> witness

## **[Notes on the Conditions of Contract]**

The Conditions of Contract comprise two parts:

**(a) Part I - General Conditions of Contract**

**(b) Part II - Special Conditions of Contract**

Over the years, a number of “model” General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation Internationale des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the fourth edition March 2006).

The FIDIC Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the procuring agency. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.

The use of standard conditions of contract for all civil Works will ensure comprehensiveness of coverage, better balance of rights or obligations between procuring agency and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

The FIDIC Conditions of Contract are copyrighted and may not be copied, faxed, or reproduced. Without taking any responsibility of its being accurate, Pakistan Engineering Council with prior consent of FIDIC Secretariat, has reproduced herein the FIDIC General Conditions of Contract for reference purpose only which cannot be used by the users for preparing their bidding documents. The bidding document may include a purchased copy, the cost of which can be retrieved as part of the selling price of the bidding document. Alternatively, the FIDIC Conditions of Contract can be referred to in the bidding documents, and the bidders are advised to obtain copies directly from FIDIC.\*

\* Add the following text if the bidding documents, as issued, do not include a copy:

“Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

Switzerland

e-mail: [fidic.pub@fidic.org](mailto:fidic.pub@fidic.org) – [FIDIC.org/bookshop](http://FIDIC.org/bookshop)]

# **General Conditions**

## **General Provisions**

### **1.1 Definitions**

In the Conditions of Contract (“these Conditions”), which include Particular Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- A. **“Procuring Agency”** means the Mehran University of Engineering & Technology, Shaheed Z.A Bhutto Campus Khairpur Mir’s.
- B. **“Contractor”** means the persons or, firm or company, whose tender has been accepted by the Employer and includes Contractors representative, successors and permitted assignees.
- C. **“Project Director”** means the authorized Officer of the University, who possess the role of Controlling and Co-ordination between University, Consultants and Contractor.
- D. **“Works”** means all the works and things to be executed, supplied or done in accordance with the contract.
- E. **“University”:** means Mehran University of Engineering & Technology, Jamshoro.
- F. **“Campus”:** means Mehran University of Engineering & Technology, Shaheed Z.A Bhutto Campus Khairpur Mir’s.

#### **1.1.1 The Contract**

1.1.1.1 “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

1.1.1.2 “Contract Agreement” means the contract agreement referred to in Sub- Clause 1.6 [ Contract Agreement ].

1.1.1.3 “Letter of Acceptance” means the letter of formal acceptance, signed by the Procuring Agency, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement

and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

1.1.1.4 “Letter of Tender” means the document entitled letter of tender or letter of bid, which was completed by the Contractor and includes the signed offer to the Procuring Agency for the Works.

1.1.1.5 “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

1.1.1.6 “Drawings” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Agency in accordance with the Contract.

1.1.1.7 “Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

1.1.1.8 “Tender” means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.

1.1.1.9 “Bill of Quantities”, “Day work Schedule” and “Schedule of Payment Currencies” mean the documents so named (if any) which are comprised in the Schedules.

1.1.1.10 “Contract Data” means the pages completed by the Procuring Agency entitled contract data which constitute Part A of the Particular Conditions.

## 1.1.2 Parties and Persons

1.1.2.1 “Party” means the Employer or the Contractor, as the context requires.

1.1.2.2 “Procuring Agency” means the person named as employer in the Contract Data and the legal successors in title to this person.

1.1.2.3 “Contractor” means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).

1.1.2.4 “Engineer” means the person appointed by the Procuring Agency to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer].

1.1.2.5 “Contractor’s Representative” means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor’s Representative], who acts on behalf of the Contractor.

1.1.2.6 “Procuring Agency’s Personnel” means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Procuring Agency; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Procuring Agency’s Personnel.

1.1.2.7 “Contractor’s Personnel” means the Contractor’s Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

1.1.2.8 “Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.

1.1.2.9 “DB” means the person or three persons appointed under Sub-Clause 20.2 [Appointment of the Dispute Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Board].

1.1.2.10 “FIDIC” means the Federation International des Ingénieurs-Conseils, the international federation of consulting engineers.

1.1.2.11 “Bank” means the financing institution (if any) named in the Contract Data.

1.1.2.12 “Borrower” means the person (if any) named as the borrower in the Contract Data.

### 1.1.3 Dates, Tests, Periods

## and Completion

1.1.3.1 “Base Date” means the date 15 days /10 days prior to the latest date for submission and completion of the Tender.

1.1.3.2 “Commencement Date” means the date notified under Sub-Clause 8.1 [ Commencement of Works ].

1.1.3.3 “Time for Completion” means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [ Time for Completion ], as stated in the Contract

Data (with any extension under Sub-Clause 8.4 [ Extension of Time for Completion ]), calculated from the Commencement Date.

1.1.3.4 “Tests on Completion” means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [ Tests on Completion ] before the Works or a Section (as the case may be) are taken over by the Employer.

1.1.3.5 “Taking-Over Certificate” means a certificate issued under Clause 10 [Procuring Agency’s Taking Over ].

1.1.3.6 “Tests after Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Procuring Agency.

1.1.3.7 “Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [ Completion of Outstanding Work and Remedying Defects ], which extends over twelve months except if otherwise stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period ]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [ Taking Over of the Works and Sections ].

1.1.3.8 “Performance Certificate” means the certificate issued under Sub-Clause 11.9 [ Performance Certificate ].

1.1.3.9 “day” means a calendar day and “year” means 365 days.

## 1.1.4 Money and Payments

1.1.4.1 “Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

1.1.4.2 “Contract Price” means the price defined in Sub-Clause 14.1 [ The Contract Price ] , and includes adjustments in accordance with the Contract.

1.1.4.3 “Cost” means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

1.1.4.4 “Final Payment Certificate” means the payment certificate issued under Sub-Clause 14.13 [ Issue of Final Payment Certificate ].

1.1.4.5 “Final Statement” means the statement defined in Sub-Clause 14.11 [ Application for Final Payment Certificate ].

1.1.4.6 “Foreign Currency” means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.

1.1.4.7 “Interim Payment Certificate” means a payment certificate issued under Clause 14 [ Contract Price and Payment ], other than the Final Payment Certificate.

1.1.4.8 “Local Currency” means the currency of the Country.

1.1.4.9 “Payment Certificate” means a payment certificate issued under Clause 14 [ Contract Price and Payment].

1.1.4.10 “Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [ Provisional Sums ].

1.1.4.11 “Retention Money” means the accumulated retention moneys which the Procuring Agency retains under Sub-Clause 14.3 [ Application for Interim Payment Certificates ] and pays under Sub-Clause 14.9 [ Payment of Retention Money ].

1.1.4.12 “Statement” means a statement submitted by the Contractor as part of an application, under Clause 14 [ Contract Price and Payment ], for a payment certificate.

## 1.1.5 Works and Goods

1.1.5.1 “Contractor’s Equipment” means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor’s Equipment excludes Temporary Works, Procuring Agency’s Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

1.1.5.2 “Goods” means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

1.1.5.3 “Materials” means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

1.1.5.4 “Permanent Works” means the permanent works to be executed by the Contractor under the Contract.

1.1.5.5 “Plant” means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Agency and relating to the construction or operation of the Works.

1.1.5.6 “Section” means a part of the Works specified in the Contract Data as a Section (if any).

1.1.5.7 “Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

1.1.5.8 “Works” mean the Permanent Works and the Temporary Works, or either of them as appropriate.

## 1.1.6 Other Definitions

1.1.6.1 “Contractor’s Documents” means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

1.1.6.2 “Country” means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.

1.1.6.3 “Procuring Agency’s Equipment” means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor

in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.

1.1.6.4 “Force Majeure” is defined in Clause 19 [ Force Majeure ].

1.1.6.5 “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.

1.1.6.6 “Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 [ Performance Security ].

1.1.6.7 “Site” means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

1.1.6.8 “Unforeseeable” means not reasonably foreseeable by an experienced contractor by the Base Date.

1.1.6.9 “Variation” means any change to the Works, which is instructed or approved as a variation under Clause 13 [ Variations and Adjustments ].

1.2 Interpretation In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be record in writing;
- (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
- (e) the word “tender” is synonymous with “bid”, and “tendered” with “bidder” and the words “tender documents” with “bidding documents”.

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

In these Conditions, provisions including the expression “Cost plus profit” require this profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Contract Data.

### 1.3 Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However:
  - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
  - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued. Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

### 1.4 Law and Language

The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.

The ruling language of the Contract shall be that stated in the Contract Data.

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.

### 1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Tender,
- (d) the Particular Conditions - Part A,
- (e) the Particular Conditions - Part B,
- (f) these General Conditions,
- (g) the Specification,
- (h) the Drawings, and
- (i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

## PART II - SPECIAL /PARTICULAR CONDITIONS OF CONTRACT

### 1.1 Definitions

- 1.1.1.4 “Form of Bid” is synonymous with “Letter of Tender”.
- 1.1.1.5 “Bid” is synonymous with “Tender”.
- 1.1.1.10 “Bidding” is synonymous with “contract”. *The following paragraph is added:*
- 1.1.1.11 “Programme” means the programme to be submitted by the contractor in accordance with Sub-Clause 8.3 and any approved revisions thereto.
- 1.1.2.2 “Employer” is synonymous with “Procuring Agency” 1.1.2.9 “DB” is synonymous with “Committee”. 1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB.
- 1.1.3.7 “Defects notification Period” is synonymous with “Defects liability Period”.
- 1.15 **Inspections and Audit by the Bank** Deleted *Procuring Agency can retain this clause with or without changes, in case of contracts under Project, Bank and donor's programme. Not Applicable.*

### 3.1 Engineer’s Duties and Authority.

*The following paragraph is added after duties:*

Procuring agency shall ensure that the Engineer’s Representative/Staff is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

### 4.3 Contractor’s Representative

*The following text is to be added after last line:*

The contractor’s authorized representative and his other professional engineers working at site shall register themselves with the Pakistan Engineering Council.

## 6.10 Records of Contractor’s Personnel and Equipment

*The following paragraph is added:*

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor’s Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

*The following sub-clause 7.9 is added in (GCC):*

### 7.9 Use of Pakistani Materials and Services

The contractor shall, so far as may be consistent with the contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

## **8.1 Commencement of Works**

The last para is deleted and substituted with the following: The contractor shall commence the works on site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the contractor shall proceed with the works with due expedition and without delay.

- 8.11 Prolonged Suspension  
Replace 84 days by 120 days.

## **8.3 Programme**

*The following text is to be added after [Commencement of Works]* The programme shall be submitted in the either form of Bar Chart identifying the critical activities.

### **13.1 Right to vary**

In the last line of Para, after the word "Variation", the word "in writing" is added.

### **13.3 Variation procedure**

In the tenth line, after the words "as soon as practicable" following is added: "and within a period not exceeding one-eighth of the completion time"

## **13.8 Adjustment for changes in cost**

*Not applicable*

Similarly reduction in the cost of these materials will also be recovered from the contractor accordingly

- 14.1 The Contract Price  
Sub-para (d) is deleted.

## **14.2 Advance Payment**

*See Special Conditions.*

## **Mobilization Advance/Advance Payment**

*See Special Conditions.*

## **14.5 Plants and Materials intended for Works**

*Add the following paragraph as sub-clause 14.5 (d) for Secured Advance on non – perishable materials and sub-clauses (a), (b) and (c) will be applicable for plants only :-*

- (I) The Contractor shall be entitled to receive from the procuring agency Secured Advance against an INDENTURE BOND in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the specifications for the permanent works;
  - (ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
  - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
  - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;